

BEFORE THE POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C.

**RANDALL EHRLICH,**

Complainant.

Docket No.: C2020-1

**RESPONSE TO  
USPS MOTION TO DISMISS**

Complainant **RANDALL EHRLICH**, through counsel **ADAM P. KARP**, opposes USPS's motion to dismiss. Mr. Ehrlich's *Motion to Expand Issues* explains why restoration of porch delivery fails to resolve all aspects of the multi-year dispute prompting his complaints (C2019-1 and C2020-1) to the Commission, and, thus, why the matter is not mooted by an egregiously tardy USPS epiphany to resume delivery without requiring Mr. Ehrlich to relocate his mailbox (nearly five years after termination of mail delivery). The complaint asks not only for restored mail delivery to his porch, but also the ceasing of discriminatory acts by this carrier and postal annex. While Mr. Ehrlich sincerely hopes that future fabrications will not materialize as purported justifications to resume the discrimination he has endured since 2015, abandoning the case without interrogating and correcting the core problems, outlined below, will only ensure reapplication and further delays.

A highly competent and motivated Presiding Officer has already conducted a scheduling conference and addressed the scope of discovery, with a factfinding hearing set in a few months. While some of the issues may be mooted by USPS's latest actions, which may correspondingly

**OPPOSITION TO MOTION TO  
DISMISS - 1**

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1 justify a narrowing of discovery and abridgement of any hearing, the other issues referenced in  
2 Mr. Ehrlich's motion to expand endure and warrant ongoing jurisdiction and adjudication. Those  
3 issues are:

4 1. Continued acts of retaliation, harassment, and property damage by the letter carrier  
5 still assigned to his route and, without continued jurisdiction by the Commission to abate  
6 unreasonable and undue acts of discrimination in service, significant impediments to mail delivery  
7 will continue, including illegitimate invocation of the *Seattle District Animal/Insect Policy* as a  
8 pretext for continued discrimination. The Commission is in a position to ensure complete review  
9 and guide the Seattle District (and others in the country) as to how to prudently and fairly manage  
10 alleged canine threats to carrier safety while ensuring unimpeded mail delivery to customers  
11 lawfully keeping dogs.

12 2. A district policy that fails to set forth any due process protections against precisely  
13 the type of harm sustained by Mr. Ehrlich in the form of any opportunity to contest or present  
14 evidence, subpoena records or witnesses, or to cross-examine the accusing letter carrier, thereby  
15 meaningfully disputing the unilateral determination of the carrier, by instead compelling the postal  
16 customer to unswervingly obey a "Dog Letter" (*Seattle District Animal/Insect Policy*, III(5)) after  
17 a first alleged incident, to sign a Customer Dog Control Agreement Letter (III(8)) after a second  
18 alleged incident, and to permanently forfeit all mail delivery after a third alleged incident. No right  
19 of appeal is provided, either. Mail delivery termination, rather, results from an unappealable,  
20 unchallengeable series of determinations by USPS in its unbridled discretion, mocking any concept  
21 of due process. That the dog-related letters have no expiration and are "in effect indefinitely"  
22 compounds the risk of erroneous deprivation. While III(15) states:

23  
24 If a customer has shown complete control of their animal/s (no further delivery  
25 interferences) after the third letter and delivery termination. At the death or removal

**OPPOSITION TO MOTION TO  
DISMISS - 2**

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1 of the aggressive animal/s and with an adoption of a new animal, delivery may be  
reinstated for a last chance agreement,

2 no mechanism to review such “control,” “death or removal” or “adoption” is outlined, nor  
3 the standard by which USPS may approve or decline reinstatement, nor what provisions may be  
4 contained in a “last chance agreement.”

5 3. A district policy that invites abuses of discretion by inviting (indeed urging)  
6 nondelivery of mail if a dog does not act in any way threatening to the carrier yet is otherwise  
7 restrained behind a storm or screen door (II, ¶ 2), irrespective of the totality of circumstances, and  
8 denying the postal customer of the right to dispute in what amounts to a substantively and  
9 procedurally unconscionable, adhesive series of “agreements.”  
10

11 For the foregoing reasons, Mr. Ehrlich respectfully requests that the Commission expand  
12 (and narrow, per above) the issues and allow the matter to proceed. The opportunity to address  
13 these significant issues not only for Mr. Ehrlich, but millions of postal customers, should not be  
14 declined.

15 Respectfully submitted this May 29, 2020

16 ANIMAL LAW OFFICES

17   
18 Adam P. Karp